

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
JAKIL S.P.A.,

Plaintiff,

- against -

AGRIMPEX CO. LTD.,

Defendant.  
-----X

: 08 CIV 5613 (DC)

: **ECF CASE**

: **DECLARATION OF**  
: **ANNE C. LEVASSEUR**

ANNE C. LEVASSEUR, having been duly sworn, deposes and states the following upon the penalties of perjury as per 28 U.S.C. § 1746:

1. I am a member admitted to the Bar of this Honorable Court and am an attorney in the firm of Lennon, Murphy & Lennon LLC, attorneys for the Defendant AGRIMPEX CO. LTD. ("Agrimpex").

2. I submit this Declaration in support of the Motion to Vacate Maritime Attachment filed by Agrimpex.

3. Attached hereto as Exhibit 1 is a true and accurate copy of the first sales contract (no. DFS/56207) between Agrimpex and Jakil dated June 27, 2007.

4. Attached hereto as Exhibit 2 is a true and accurate copy of the second sales contract (no. DFS/56307) between Agrimpex and Jakil dated July 3, 2007.

5. Attached hereto as Exhibit 3 is a true and accurate copy of the third sales contract (no. DFS/56407) dated July 10, 2007.

6. Attached hereto as Exhibit 4 is a true and accurate copy of the forth sales contract (no. DFS/56607) dated July 17, 2007.

7. Attached hereto as Exhibit 5 is a true and accurate copy of the fifth sales contract (no. DFS/56907) dated July 27, 2007.

Executed at Southport, CT this 26th day of August, 2008.

  
Anne C. LeVasseur

## EXHIBIT 1

REF. NO. 05113873

28/06/2007 15:08 FROM

+3902876516 PG.002

28 JUL 2007 12:49

IAKIL SPA

HP. 724

P. 2/4

**Agrimex Co. Limited**

Regal House, 1138 High Road, London, N28 0BA  
 Telephone: 020 8446 6821 Fax: 020 8446 7116 Telex: 236143 AGMCC G.  
 e-mail: trade@agrimex.co.uk

Contract of Sale No. DFS/56207

Date 27th June 2007

Buyer

Iakil SPA

Foro Buonaparte, 68

20121 Milano

Italy

Dear Sirs,

We confirm having sold to you on 27/06/2007 the following:-

**COMMODITY:** Sudanese durra feterina 2005/2006 and/or 2006/2007  
 crop at sellers option cleaned to within maximum 3% admixture,  
 maximum 0.50% Tannin in sound good condition at time and place of  
 shipment.  
 Quality/condition/description all final as per certificate issued at time  
 of shipment by SGS or their agents in Sudan.  
 Delivered weight

**QUANTITY:** One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at  
 contract price.

**SHIPMENT:** July / August 2007 from origin.

**PACKING:** In bulk.

**PRICE:** US\$ 230 (Two hundred and thirty US Dollars) per mton.  
 C+R Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna  
 at buyers option, where buyers guarantee berth to accommodate vessel  
 upto 31' feet swd. In the event buyers want additional ports, then this  
 will be as per rates stipulated in the Charter Party which shall be for  
 buyers account.  
 Discharge port to be declared at sellers first demand but not later  
 than commencement of loading of vessel.

**PAYMENT:** 100% cash against documents on presentation in Italy with payment  
 latest on arrival of vessel/s at discharge port and prior commencement  
 of discharge by T/T. T/T charges for buyers account.  
 Should documents be presented at buyers bank before 11:00 hrs AM  
 then sellers will be credited with value within 48 hours, otherwise  
 within 72 hours value.

**AGRIMEX CO LIMITED**

(Cont/d...)

Page 1

Directors F. G. Phillips, K. L. Phillips. Registration number: 01378016

IAKIL S.p.A.

05113873

28/05/2007 15:09 FROM

+3902876516 PG:003

28. GIU. 2007 12:49

IAKIE S.P.A.

18.714 3/4

**Agrimpex Co. Limited**

Regal House, 1135 High Road, London, N20 0EA  
 Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 256243 AGNICO G.  
 e-mail: [info@agrimport.co.uk](mailto:info@agrimport.co.uk)

Contract of Sale No. DFS/56207

Date 27th June 2007

**PAYMENT  
CONT'D....**

In the event vessel/s arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

**DISCHARGE:**

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced pro rata if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and pro rata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

**OTHER TERMS/  
CONDITIONS:**

- 1) - All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) - All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) - Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) - Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

**AGRIMPEX CO LIMITED**

(Cont'd...)

Page 2

Directors P. C. Philippou, K. L. Whiffen. Registration number: 01570874

IAKIE S.P.A.

05113873

28/06/2007 15:18 FROM

+3982876516 PG:004

28 JUN 2007 12:50

WAKIL SPA

13.724

P. 4/4

## Agrimpex Co. Limited

Legal Office, 1138 High Road, London, N9 9LE.  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 260142 AGRICO G.  
e-mail: [trading@agrimpex.co.uk](mailto:trading@agrimpex.co.uk)

Contract of Sale No. DFS/55207

Date 27th June 2007

### OTHER TERMS/ CONDITIONS CONT'D.....

- 5) - Fumigation certificate
- 6) - Vessel/s to be singledecker/bulkcarrier/twendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

**AGRIMPEX CO LIMITED**

BUYERS

**WAKIL SPA**

EXHIBIT 2

\* 4. LUG. 2007 16:49 15

JAKIL SPA

NR. 248

P. 1/3-02

## Agrimpex Co. Limited

Regal House, 1136 High Road, London, N20 9RA  
Telephone: 020 8446 6931 Fax: 020 8446 7116 Telex: 296143 AGRICO G.  
e-mail: trade@agrimpex.co.uk

Contract of Sale No. DFS/56307

Date 3rd July 2007

Buyer

Jakil SPA

Foro Buonaparte, 58

20121 Milano

Italy

Dear Sirs,

We confirm having sold to you on 03/07/2007 the following:-

**COMMODITY:** Sudanese durra feterita 2005/2006 and/or 2006/2007  
crop at sellers option cleaned to within maximum 3% admixture,  
maximum 0.50% Tannin in sound good condition at time and place of  
shipment.  
Quality/condition/description all final as per certificate/s issued at time  
of shipment by SGS or their agents in Sudan.  
Delivered weight.

**QUANTITY:** One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at  
contract price.

**SHIPMENT:** August / September 2007 from origin.  
Sellers option to ship any date during this shipment period provided  
that B/Ls are dated not earlier than 21 days from the date of the first  
B/Ls issued against shipment executing contract no.  
DFS/56207 (yours. 11381) dated 27/6/07.

**PACKING:** In bulk.

**PRICE:** US\$ 230 (Two hundred and thirty US Dollars) per metric ton.  
C+F Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna  
at buyers option, where buyers guarantee berth to accommodate vessel  
upto 31' feet swath. In the event buyers want additional ports, then this  
will be as per rates stipulated in the Charter Party which shall be for  
buyers account.  
Discharge port to be declared at sellers first demand but not later  
than commencement of loading of vessel.

**PAYMENT:** 100% cash against documents on presentation in Italy with payment  
latest on arrival of vessel/s at discharge port and prior commencement  
of discharge by T/T. T/T charges for buyers account.  
Should documents be presented at buyers bank before 11:00 hrs AM  
then sellers will be credited with value within 48 hours, otherwise:  
within 72 hours value.

**AGRIMPEX CO. LIMITED**

(Cont'd...)

Directors: P. G. Phillips, K. L. Phillips. Registration number: 01376274



4. JUG. 2007 16:59-16

JRKIL SPA

NR. 248

P. 2/3-02

## Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
e-mail: trade@agrimpex.co.uk

Contract of Sale No. DFS/56307

Date 3rd July 2007

### PAYMENT CONT'D....

In the event vessel/s arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificates and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

### DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced pro rata if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and pro rata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

### OTHER TERMS/ CONDITIONS:

- 1) - All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) - All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) - Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) - Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

~~AGRIMPEX CO. LIMITED~~

(Cont'd...)



REF.NR.85114896

P4/07/2007 17:08 FROM

+3902876516 PG:003

6 4. LUG. 2007 16:50:16

JAKIL SPA

VR.248 P. 3/3-04

## Agrimex Co. Limited

Regal House, 1135 High Road, London, N29 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296143 AGRICO G.  
e-mail: trade@agrimex.co.uk

Contract of Sale No. DPS/56307

Date 3rd July 2007

### OTHER TERMS/ CONDITIONS CONT'D.....

- 5) - Fumigation certificate
- 6) - Vessel/s to be singledecker/bulkcarrier/tweendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

AGRIMEX CO LIMITED

BUYERS

JAKIL S.p.A.

EXHIBIT 3

16 JUL 2007 10:11

JAKIL SPA

NR. 107

P. 1

# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 206143 AGRICO G.  
e-mail: trade@agrimpex.co.uk

Contract of Sale No. DFS/56407

Date 10th July 2007

Buyer

Jakil SPA

Foro Buonaparte, 68

20121 Milano

Italy

Dear Sirs,

We confirm having sold to you on 10/07/2007 the following:-

**COMMODITY:** Sudanese durra feterita 2005/2006 and/or 2006/2007  
crop at sellers option cleaned to within maximum 3% admixture,  
maximum 0.50% Tamin in sound good condition at time and place of  
shipment.  
Quality/condition/description all final as per certificate/s issued at time  
of shipment by SGS or their agents in Sudan.  
Delivered weight.

**QUANTITY:** One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at  
contract price.

**SHIPMENT:** September/October 2007 from origin.

**PACKING:** In bulk.

**PRICE:** US\$ 235 (Two hundred and thirty-five US Dollars) per mton.  
C+F Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna  
at buyers option, where buyers guarantee berth to accommodate vessel  
upto 31' feet swad. In the event buyers want additional ports, then this  
will be as per rates stipulated in the Charter Party which shall be for  
buyers account.  
Discharge port to be declared at sellers first demand but not later  
than commencement of loading of vessel.

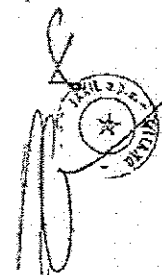
**PAYMENT:** 100% cash against documents on presentation in Italy with payment  
latest on arrival of vessel/s at discharge port and prior commencement  
of discharge by T/T. T/T charges for buyers account.  
Should documents be presented at buyers bank before 11:00 hrs AM  
then sellers will be credited with value within 48 hours, otherwise  
within 72 hours value.

(Cont'd...)

~~AGRIMPEX CO LIMITED~~

Page 1

Directors: P. G. Philippou, X. L. Philippou. Registration number: 01370076



16. LUG. 2007 10:12

JAXIL SPA

NR. 107

P. 2

# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N30 0RA  
 Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
 e-mail: trade@agrimer.co.uk

Contract of Sale No. DFS/56407

Date 16th July 2007

**PAYMENT  
CONT'D....:**

In the event vessel/s arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

**DISCHARGE:**

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorata if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSheX unless used and prorata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

**OTHER TERMS/  
CONDITIONS:**

- 1) - All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) - All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) - Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) - Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

**AGRIMPEX CO LIMITED**

Page 2

Director: P. G. Philippas. K. L. Philippas. Registration number: 01370075



16. LUG. 2007 10:12

JAKIL SPA

NR. 107

P. 3

## Agrimpex Co. Limited

Regal House, 1139 High Road, London, N20 0RA  
Telephone: 020 8445 6921 Fax: 020 8445 7115 Telex: 296142 AGRICO G.  
e-mail: trade@agrimper.co.uk

(Cont'd...)

Contract of Sale No. DFS/56407

Date 10th July 2007

### OTHER TERMS/ CONDITIONS CONT/D.....

- 5) - Fumigation certificate
- 6) - Vessel/s to be singledecker/bulkcarrier/tweendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No. 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

AGRIMPEX CO LIMITED

BUYERS

JAKIL SPA

EXHIBIT 4



# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
e-mail: trade@agrmpex.co.uk

Contract of Sale No. DFS/56607

Date 17th July 2007

Buyer  
Jakil SPA  
Foro Buonaparte, 68  
20121 Milano  
Italy

Dear Sirs,  
We confirm having sold to you on 17/07/2007 the following:-

**COMMODITY:** Sudanese durra feterita 2005/2006 and/or 2006/2007  
crop at sellers option cleaned to within maximum 3% admixture,  
maximum 0.50% Tannin in sound good condition at time and place of  
shipment.  
Quality/condition/description all final as per certificate/s issued at time  
of shipment by SGS or their agents in Sudan.  
Delivered weight.

**QUANTITY:** One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at  
contract price.

**SHIPMENT:** September/October 2007 from origin.  
Sellers option to ship any date during this shipment period provided  
that B/Ls are dated not earlier than 21 days from the date of the first  
B/L's issued against shipment executing contract no. DFS/56407  
dated 10/07/2007.

**PACKING:** In bulk.

**PRICE:** US\$ 241.50 (Two hundred and forty one US Dollars and fifty cents)  
per mton.  
C+F Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna  
at buyers option, where buyers guarantee berth to accommodate vessel  
upto 31' feet swad. In the event buyers want additional ports, then this  
will be as per rates stipulated in the Charter Party which shall be for  
buyers account.  
Discharge port to be declared at sellers first demand but not later  
than commencement of loading of vessel.

**PAYMENT:** 100% cash against documents on presentation in Italy with payment  
latest on arrival of vessel/s at discharge port and prior commencement  
of discharge by T/T. T/T charges for buyers account.  
Should documents be presented at buyers bank before 11:00 hrs AM  
then sellers will be credited with value within 48 hours, otherwise  
within 72 hours value.

~~AGRIMPEX CO LIMITED~~

(Cont/d...)





10. AUG. 2007 17:49

JAKIL SPA

NR. 391 P. 2

**Agrimex Co. Limited**

Regal House, 1138 High Road, London, N20 0RA  
 Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
 e-mail: trade@agrimex.co.uk

Contract of Sale No. DFS/56607

Date 17th July 2007

**PAYMENT  
CONT/D....:**

In the event vessel/s arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

**DISCHARGE:**

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorata if vessel singledecker/bulkcarrier, or at the rate of 1,500 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

All other terms and conditions not in conflict with the above as per governing Charter Party.

**OTHER TERMS/  
CONDITIONS:**

- 1) - All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) - All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) - Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) - Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

(Cont/d...)

**AGRIMEX CO LIMITED**

Page 2

Directors: P. G. Philippas, K. L. Philippas. Registration number: 01370076

# Agrimex Co. Limited

Regal House, 1133 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
e-mail: trade@agrimex.co.uk

Contract of Sale No. DFS/56607

Date 17th July 2007

## OTHER TERMS/ CONDITIONS CONT'D.....:

- 5) - Fumigation certificate
- 6) - Vessel/s to be singledecker/bulkcarrier/tweendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers.

SELLERS

AGRIMEX CO LIMITED

BUYERS

IAKIA S.p.A.

EXHIBIT 5

30. LUG. 2007 10:51

JAKIL SPA

NR. 114 P. 1

**Agrimpex Co. Limited**

Regal House, 1138 High Road, London, N20 0RA  
 Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
 e-mail: trade@agrmpex.co.uk

Contract of Sale No. DFS/56907

Date 27th July 2007

Buyer

Jakil SPA

Foro Buonaparte, 68

20121 Milano

Italy

Dear Sirs,

We confirm having sold to you on 27/07/2007 the following:-

**COMMODITY:** Sudanese durra feterita 2005/2006 and/or 2006/2007  
 crop at sellers option cleaned to within maximum 3% admixture,  
 maximum 0.50% Tannin in sound good condition at time and place of  
 shipment.  
 Quality/condition/description all final as per certificate/s issued at time  
 of shipment by SGS or their agents in Sudan.  
 Delivered weight.

**QUANTITY:** One cargo/cargoes 20,000 Mt 10% more or less at sellers option and at  
 contract price.

**SHIPMENT:** October/November 2007 from origin.  
 Sellers option to ship any date during this shipment period provided  
 that B/Ls are dated not earlier than 21 days from the date of the first  
 B/L's issued against shipment executing contract no. DFS/56607  
 dated 17/07/2007.

**PACKING:** In bulk.

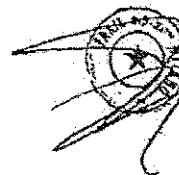
**PRICE:** US\$ 260 (Two hundred and sixty US Dollars) per mton.  
 C+F Free Out one Italian Adriatic port out of Venice/Ancona/Ravenna  
 at buyers option, where buyers guarantee berth to accommodate vessel  
 upto 31' feet swad. In the event buyers want additional ports, then this  
 will be as per rates stipulated in the Charter Party which shall be for  
 buyers account.  
 Discharge port to be declared at sellers first demand but not later  
 than commencement of loading of vessel.

**PAYMENT:** 100% cash against documents on presentation in Italy with payment  
 latest on arrival of vessel/s at discharge port and prior commencement  
 of discharge by T/T. T/T charges for buyers account.  
 Should documents be presented at buyers bank before 11:00 hrs AM  
 then sellers will be credited with value within 48 hours, otherwise  
 within 72 hours value.

AGRIMPEx CO. LTD

Page 1

Directors: P. G. Philippas, K. L. Philippas. Registration number: 01370076



P-02

3902876516 RS:002

43902876516

27-JUL-2007 16:27

REF NR. 10008757

# Agrimpex Co. Limited

Regal House, 1118 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7116 Telex: 296142 AGRICO G.  
e-mail: trade@agrimpex.co.uk

(Cont'd...)

Contract of Sale No. DFS/56907

Date 27th July 2007

## PAYMENT CONT'D....:

In the event vessel/s arrive prior presentation of shipping documents sellers have the option to either ask buyers to take delivery on first class bank guarantee as required by owners of vessel pending presentation of shipping documents. The relative charges of such bank guarantee for sellers account, or alternatively 100% cash latest on arrival of vessel/s before breaking bulk against presentation of original invoice, insurance certificate and indemnity letter for allowing the discharge of the goods without production of B/Ls.

Such letter of indemnity to be confirmed directly from vessel agents to the buyers. This confirmation to reach buyers before payment is effected and then cargo will be released against presentation of the original letter of indemnity to vessels agents.

## DISCHARGE:

Buyers to discharge goods at their risk and expenses at the average rate of 5,000 MT basis 4 hatches, in the case of 3 hatches or less discharging rate to be adjusted/reduced prorata if vessel singledecker/bulkcarrier, or at the rate of 2,000 Mt if vessel tweendecker per weather working day of 24 consecutive hours SSHEX unless used and prorata. If used only time actually worked to count as laytime.

Time at first disport to start counting as from 08.00 AM hours the next working day after presentation of N.O.R. given during ordinary office hours. WIBON/WIPON/WIFPON/WICCON.

Demurrage as per C/P rate for buyers account. Despatch to be half of demurrage.

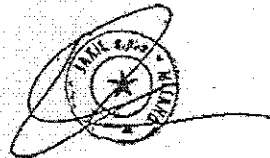
All other terms and conditions not in conflict with the above as per governing Charter Party.

## OTHER TERMS/ CONDITIONS:

- 1) - All export duties and/or taxes and/or levies present and/or future are for sellers account.
- 2) - All import duties and/or taxes and/or levies present and/or future are for buyers account.
- 3) - Buyers have the exclusivity on performing vessel/s at discharge port.
- 4) - Sellers guarantee provision on EUR 1 certificate at discharge port before completion of discharge and a copy of phytosanitary certificate on board vessel.

AGRIMPEX CO. LTD

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(Cont'd...)

Directors: P. G. Philippas, K. L. Philippas, Registration number: 01370076

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# Agrimpex Co. Limited

Regal House, 1138 High Road, London, N20 0RA  
Telephone: 020 8446 6921 Fax: 020 8446 7115 Telex: 296142 AGRICO G.  
e-mail: trade@agrmpex.co.uk

Contract of Sale No. DFS/56907

Date 27th July 2007

## OTHER TERMS/ CONDITIONS CONT'D.....

- 5) - Fumigation certificate
- 6) - Vessel/s to be singledecker/bulkcarrier/twendecker classed highest Lloyds register or equivalent. Vessel/s over 20 years old is/are acceptable in which case overage premium to be for sellers account as per Official Lloyds London Schedule.
- 7) - In the event that the quantity shown on the EUR 1 certificate is higher than that shown on B/L quantity, buyers to accept same.

All other terms, conditions and rules not in contradiction with the above, as per GAFTA contract 61 including the Arbitration Rule form No: 125 (of which the parties admit that they have knowledge and notice) apply to this contract, the details given shall be taken as having been written into such form in the appropriate place.

The validity of this contract will be unaffected by the non return of the counter confirmation duly signed by buyers,

SELLERS

AGRIMPEx CO. LTD

BUYERS

IAKIL S.p.A.